

**PUBLIC WORKS DEPARTMENT  
FIELD SERVICES DIVISION**

**REQUEST FOR PROPOSAL  
FOR PROFESSIONAL SERVICES**

**MISSION BRANCH LIBRARY REMODEL PROJECT  
CONSTRUCTION INSPECTION AND MANAGEMENT**

**PROPOSAL SUBMITTAL DEADLINE:**

**DATE:** October 24, 2017

**TIME:** 4:00 P.M.

**LOCATION:** City Hall (West Wing), Engineering

**MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT: NONE**

**PROJECT MANAGER:** Craig Temple  
1-408-615-3061  
ctemple@santaclaraca.gov



**CITY OF SANTA CLARA  
PUBLIC WORKS DEPARTMENT  
FIELD SERVICES DIVISION  
1500 WARBURTON AVENUE  
SANTA CLARA, CA 95050  
1-408-615-3000**

# **REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES**

## **TITLE: MISSION BRANCH LIBRARY REMODEL PROJECT CONSTRUCTION INSPECTION AND MANAGEMENT**

### **1. INTRODUCTION**

The City of Santa Clara is seeking proposals from qualified firms to provide construction inspection and management services for the Mission Branch Library Remodel Project. The City expects complete and high-quality services and work products. A detailed description of required services is included in Attachment A - Scope of Services. Please note the staffing coordination requirements of Section D of the Scope of Services.

### **2. ATTACHMENTS**

The attachments below are included with this Request for Proposal ("RFP"). The items identified with an asterisk (\*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

Attachment A – Scope of Services

Attachment B – Proposer's Information Form\*

Attachment C – Certification of Non-Discrimination\*

Attachment D – Draft Agreement for Services

Web Posting: The following documents are posted on the City's website

(<http://santaclaraca.gov/government/about-santa-clara/bids-rfps-rfqs>):

- Request for Proposal including Attachments A through C
- Attachment D – Draft Agreement for Services
- Mission Branch Library Remodel Project Plans
- Mission Branch Library Remodel Specifications

### **3. INSTRUCTIONS TO PROPOSERS**

#### **3.1. Pre-proposal Conference.**

There is NO pre-proposal conference scheduled for this solicitation.

#### **3.2. Examination of Proposal Documents.**

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.2.1. Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.2.2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3. Represent that all information contained in the proposal is true and correct.
- 3.2.4. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5. Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer

hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

### 3.3. Questions.

Any questions by the Proposer regarding this RFP or the project must be put in writing and received by the City no later than 3:00 p.m. on the due date indicated in Section 5, RFP Timeline. Correspondence shall be addressed to:

Craig Temple  
Public Works Department – Field Services Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
1-408-615-3061  
ctemple@santaclaraca.gov

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

Responses from the City to questions by any Proposer will be communicated by posting on the City's website. Questions received after the due date and time will not be accepted and a response will not be issued.

### 3.4. Addenda.

Any addenda issued by City shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer. It is each Proposer's responsibility to check the City's website to determine if any addenda have been issued.

### 3.5. Submission of Proposals.

Proposals must be delivered no later than 4:00 p.m. on the due date indicated in Section 5, RFP Timeline. All proposals received after the due date will be returned to the Proposer.

The preferred format for proposals is electronic submission by email to the Project Manager. Electronic submissions shall be in .pdf format.

Alternatively, hard copy submissions will be accepted. Three (3) hard copies are required and shall be submitted in a labeled and sealed envelope to:

City of Santa Clara - Public Works Department  
Field Services Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attention: Craig Temple  
Mission Branch Library Remodel Project Construction Inspection & Management Services

### 3.6. Withdrawal of Proposals.

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

## 4. **RIGHTS OF THE CITY OF SANTA CLARA**

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the Proposer.

## 5. **RFP TIMELINE**

The RFP Timeline is as follows:

RFP Issued	October 10, 2017
Deadline for questions, clarifications	October 18, 2017 (3 PM PST)
Proposals must be submitted by	October 24, 2017 (4 PM PST)
City evaluates proposals	Oct. 25 through TBD
City interviews proposers (if needed)	Oct. 30 or Nov. 1, 2017
City selects successful proposal	TBD
City Council award of contract	November 21, 2017

The City reserves the right to add, remove or combine steps in the timeline, and/or compress or extend the timeline as the City, in its sole discretion, sees fit.

## 6. **INFORMATION TO BE SUBMITTED**

These guidelines govern the format and content of the proposal, and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the services and work products on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be

submitted. Items not related to the RFP and proposal, e.g., generalized brochures, marketing material, etc., will not be considered in the evaluation.

All proposals shall address the following items. The proposals must address the items in the order listed below, and shall be numbered 1 through 7 in the proposal document. Please include a Table of Contents preceding the sections.

#### Section 1 – Proposal Summary.

This section shall discuss the highlights, key features and distinguishing points of the Proposal. Include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this section to no more than two (2) pages.

#### Section 2 – Profile on the Proposing Firm(s).

This section shall include a brief description of the Prime Proposer's firm, including firm name, address, phone number, email address and primary contact person; brief firm history, including the current permanent staff size as well as local organization structure; and, a discussion of the firm's financial stability, capacity and resources.

Additionally, this section shall include a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years.

#### Section 3 – Qualifications of the Firm.

This section shall include a brief description of the Proposer's qualifications and previous experience supplying like services to similar public agencies. Include all relevant areas of expertise.

Provide a minimum of three (3) project references. Include the following information: 1) total project cost and Proposer's cost of services provided for the project; 2) project description; 3) key project personnel and roles; 4) scope of services provided; 5) start and end dates for services provided; 6) project start and end dates (if different from Item 5); 7) name, title, phone number and email address of clients to be contacted for references; and 8) brief statement of the firm's adherence to the schedule and budget for each project.

It is expected that a Proposer shall have significant generalized experience with providing construction inspection and construction management services for building projects. Desirable qualifications include specific experience with: a) building renovations; and b) public building projects.

#### Section 4 – Understanding, Approach and/or Work Plan.

This section shall include information that reflects the Proposer's understanding of the City's objectives for the project and the scope of services to be performed, including tasks and subtasks (as applicable). The Proposer may include information about their proposed approach to providing the required services and/or further elaborate on the Proposer's ability to deliver the services.

### Section 5 – Project Staffing.

This section shall address the proposed staffing for the project including expected time commitment for each individual. Key personnel will be an important factor in evaluating the proposal. Changes in key personnel may be cause for rejection of the proposal. Include a brief description of the proposed project management structure and any proposed subconsultants proposed for the project team.

Please note the staffing coordination requirements of Section D of the Scope of Services.

### Section 6 – Proposal Exceptions.

This section shall address any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements and agreement. If there are no exceptions noted, the City expects that the Proposer will accept all conditions and requirements identified in Attachment D –Draft Agreement for Services. Items not excepted will not be open to later negotiation. Compliance with the City's insurances and minimum wage requirements is non-negotiable. City's minimum wage requirements are posted on City's website: <http://santaclaraca.gov/government/departments/city-manager/minimum-wage-ordinance>.

### Section 7 – Cost Proposal and Rates.

The Proposer shall submit both: 1) a complete cost proposal to provide the required services identified in the RFP, and 2) a rate sheet including all relevant staff classifications and their hourly rate.

The cost proposal shall include: a) all estimated hours for each staff classification with their associated hourly rate; b) any relevant travel, per diem, materials, and other incidental expenses; and c) indication of a total not-to-exceed amount that would be contained in a potential agreement with the City.

The hourly rate sheet may be used for pricing the cost of additional services not identified in the required services.

All cost information as required by this Section 7 shall be submitted in as a separate electronic file or a separate sealed envelope (if submitting hard copy).

Please note the City of Santa Clara does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

## **7. CONTRACT TYPE AND METHOD OF PAYMENT**

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Proposer shall be for services provided based on established rates for services (Weekly Rates, Monthly Rates, etc.) with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, traveling, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements. If a Proposer desires to take exception to the Agreement, Proposer

shall provide the following information in Section 6 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for each proposed change, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

## **8. INSURANCE REQUIREMENTS**

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment D, Exhibit C.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the City of Santa Clara as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the City of Santa Clara. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

## **9. REVIEW AND SELECTION PROCESS - EVALUATION CRITERIA**

City staff will evaluate the proposals provided in response to this RFP based on the following criteria:

- Quality and completeness of proposal;
- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- Proposer's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity;
- Cost to the City;
- Proposer's financial stability and length of time in business;
- Proposer's ability to perform the work within the time specified;
- Proposer's prior record of performance with City or others;
- Proposer's ability to provide future records, reports, data and/or services; and
- Proposer's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

Proposals will be ranked and a short-list will be developed. City then will open the short listed firms' sealed cost proposals envelope. Additional points will be given to the lowest to the highest cost proposal in descending numbers. The top-ranked firm from the cost-factored short list will be selected to start negotiations.

## **10. PUBLIC NATURE OF PROPOSAL MATERIAL**

Responses to this RFP become the exclusive property of the City of Santa Clara. At such time as the City awards a contract, all proposals received in response to this RFP become a matter of

public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary,” or if disclosure, in the City’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Santa Clara may determine, in its sole discretion, that the information that a Proposer submits is not a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.

## **11. COLLUSION**

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

## **12. DISQUALIFICATION**

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer’s default under any previous agreement with the City.

## **13. NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

## **14. GRATUITIES**

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.



## **15. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL**

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

15.1. The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor.

15.2. The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

## **ATTACHMENT A**

### **Scope of Services**

#### **A. Project Background and Description**

The City of Santa Clara's Mission Branch Library (Library) is located in City Plaza Park at 1098 Lexington Street and was constructed in 1955. The Library is approximately 8,430 square feet and features a community room, adult and children reading areas, public computers, and an administration area for staff. The Library building and building systems, including heating, ventilation and air condition, electrical, lighting, telecommunications, audio/visual, and plumbing, have aged and are in need of repair and replacement to meet current codes and industry standards. Furthermore, the City intends to enhance current library services. The City therefore has embarked on a library remodel project. The project was recently bid and a construction contract award is pending.

The Mission Branch Library Remodel Project (Project) consists of the addition of four study rooms (total 280 square-feet); construction of a new entrance to the community room; new outdoor courtyard areas; and upgrade of all existing glazing to energy-efficient insulated glazing. The Project also includes new partitions, doors, interior glazing, ceilings, and finishes; remodel of restrooms to meet current codes; addition of a fire alarm system throughout the building; and improvements and modification to the existing building systems. Also, the Project is designed for Leadership in Energy and Environmental Design (LEED) silver certification.

Further details of the Project are available by reviewing the final Plans and Specifications for the Project (refer to separate documents).

The City desires to retain the services of a professional services consultant to provide construction inspection and construction management services for the project.

The City has retained the services of a special inspections consultant that will perform the inspections required by Chapter 17 of the California Building Code. All other building code inspections will be performed by City building code inspection staff. It shall be the responsibility of the consultant selected to perform construction inspections and construction management services pursuant to this RFP to monitor all required code and special inspections to ensure timely completion so as not to affect the timeliness of project completion.

#### **B. Project Timeline**

The anticipated timeframe for conducting the pre-construction meeting is middle to late November, 2017. The construction Notice to Proceed will follow after the pre-construction meeting. Allowable contract time from Notice to Proceed to substantial completion is 120 working days. Allowable contract time from Notice to Proceed to final completion is 150 working days.

### C. Required Services

Consultant shall provide construction inspection and construction management services including, but not necessarily limited to, the following:

#### 1. Field Inspection

- a. Develop and maintain familiarity with the City's Standard Details and Specifications
- b. Develop and maintain familiarity with the City's Project Plans and Specifications (Contract Documents)
- c. Develop and maintain familiarity with relevant permits and permit conditions
- d. Inspect, monitor and ensure the quality of work
- e. Verify work is in compliance with plans and specifications
- f. Verify work is in compliance with approved material submittals, field directives, requests for information (RFIs), etc.
- g. Monitor quantity of work in place
- h. Anticipate issues and work pro-actively to resolve them
- i. Monitor safety of construction operations
- j. Inspect traffic control for proper implementation, safety, and compliance with approved traffic control plan(s) (if applicable)
- k. Inspect work areas for impacts to public safety and convenience and resolve issued identified
- l. Verify work is in compliance with stormwater regulations and requirements
- m. Develop punchlist(s) of incomplete and/or deficient work
- n. Interact with the public (if applicable)
- o. Verify contractor is updating as-builts
- p. Monitor and document contractor work effort (manpower, equipment and materials) associated with time and material payment items or contract changes
- q. Perform preliminary and final inspections

#### 2. Coordination

- a. Coordinate work activities and issue resolution with City Departments
- b. Coordinate work activities and issue resolution with other public agencies (if applicable)
- c. Ensure contractor complies with all relevant permits and permit conditions
- d. Coordinate work activities and issue resolution with utility owners
- e. Coordinate work activities and issue resolution with materials testing provider(s)

- f. Coordinate work activities and issue resolution with the City's special inspections consultant
  - g. Coordinate and/or monitor work activities and issue resolution with the City's building code inspection staff
  - h. Attend pre-construction meeting
  - i. Attend regularly scheduled meetings
  - j. Attend issue-specific meetings
3. Reporting and Management
- a. Complete, maintain and organize daily reports
    - i. Daily reports to include: work completed and in progress; contractor manpower, equipment and materials; weather; key issues; etc.
  - b. Prepare and communicate a Weekly Statement of Working Days
  - c. Review and/or process contractor submittals
  - d. Review and/or process contractor RFIs
  - e. Review and/or process contractor requests for substitution
  - f. Maintain photographic documentation for work progress and issue management
  - g. Provide weekly project status updates to City
  - h. Direct and notify contractor for any non-compliance, track all incidences, and work with contractor to correct as soon as practicable
  - i. Prepare, review and/or process field directives
  - j. Review contractor pay requests, resolve issues, and recommend payment amounts
  - k. Develop and distribute draft and final meeting minutes as required
  - l. Track all materials testing and maintain log of events and results
  - m. Track and/or monitor tracking of all building code and special inspections and reports
  - n. Monitor contractor's compliance with the City's requirements for Construction and Demolition Debris Recycling
  - o. Track and maintain documentation related to LEED certification requirements
  - p. Review, monitor and report on contractor's schedule status (on-schedule, ahead, behind)
  - q. Monitor and/or manage construction impacts to the public, other agencies, utilities, etc.
  - r. Monitor, evaluate and report on potential contract changes (potential change orders) and advise City regarding change resolution and/or negotiation
  - s. Provide independent cost estimates for potential contract changes as required

- t. Manage punchlist process and closeout from substantial completion through to final completion and acceptance of work
- u. Review contractor as-builts and coordinate corrections as necessary to ensure accurate record drawings
- v. Ensure all warranties, operations & maintenance manuals and related documentation are submitted
- w. Manage the construction inspection and management team to ensure successful completion of services, and within budget

#### D. Staffing in Coordination with City

Proposers shall anticipate staffing a complete team to perform all of the required services identified above for construction inspection and construction administration and management. The City may be in a position to have City staff perform some of the responsibilities of the construction inspection and management team. The City staff may be either part-time or full-time on the Project. Proposers should therefore also anticipate the possibility that City staff will need to be integrated into the construction inspection and management team. This will necessarily displace consultant staff for these functions. The City anticipates staffing decision flexibility will be necessary from initial agreement negotiation and execution through the Project performance period. All staffing considerations and decisions are anticipated to be a collaborative effort between the City and the selected consultant; however, in case of a dispute, the City shall have final decision authority regarding staffing on the Project.

**ATTACHMENT B**  
**Proposer's Information Form**

PROPOSER (please print): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

Contact person, title, telephone number, email address and fax number: \_\_\_\_\_

\_\_\_\_\_

Proposer, if selected, intends to carry on the business as (check one)

- ☐ Individual
- ☐ Joint Venture
- ☐ Partnership
- ☐ Corporation

When incorporated? \_\_\_\_\_

In what state? \_\_\_\_\_

When authorized to do business in California? \_\_\_\_\_

☐ Other (explain): \_\_\_\_\_

\_\_\_\_\_

**ADDENDA**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6

Or,

☐ \_\_\_\_\_ No Addendum/Addenda Were Received (check and initial).

## PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,  
sign here:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Proposer's typed name and title

**(2) If Proposer is *PARTNERSHIP* or  
*JOINT VENTURE*, at least (2) Partners  
or each of the Joint Venturers  
shall sign here:**

\_\_\_\_\_  
Partnership or Joint Venture Name  
(type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

**(3) If Proposer is a *CORPORATION*,  
the duly authorized officer(s) shall  
sign as follows:**

The undersigned certify that they are respectively: \_\_  
(Title) and \_\_\_\_\_ (Title)  
of the corporation named below; that they are  
designated to sign the Proposal Cost Form by  
resolution (attach a certified copy, with corporate  
seal, if applicable, notarized as to its authenticity or  
Secretary's certificate of authorization) for and on  
behalf of the below named CORPORATION, and  
that they are authorized to execute same for and on  
behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_



**ATTACHMENT C**  
**Certification of Nondiscrimination**

As suppliers of goods or services to the City of Santa Clara, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

**(1) If Proposer is *INDIVIDUAL*,  
sign here:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Proposer's typed name and title

**(2) If Proposer is *PARTNERSHIP* or  
*JOINT VENTURE*, at least (2) Partners  
or each of the Joint Venturers  
shall sign here:**

\_\_\_\_\_  
Partnership or Joint Venture Name  
(type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

**(3) If Proposer is a *CORPORATION*,  
the duly authorized officer(s) shall  
sign as follows:**

The undersigned certify that they are respectively:\_\_\_  
(Title) and \_\_\_\_\_(Title)  
of the corporation named below; that they are  
designated to sign the Proposal Cost Form by  
resolution (attach a certified copy, with corporate  
seal, if applicable, notarized as to its authenticity or  
Secretary's certificate of authorization) for and on  
behalf of the below named CORPORATION, and  
that they are authorized to execute same for and on  
behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

By:\_\_\_\_\_  
Title:\_\_\_\_\_  
Dated:\_\_\_\_\_

By:\_\_\_\_\_  
Title:\_\_\_\_\_  
Dated:\_\_\_\_\_

**ATTACHMENT D**  
**Draft Agreement for Services**

Refer to separate document.